

## ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

Psychic Medium Allison Campbell, LLC, and  
Allison Campbell,

Respondents.

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The State of Iowa ex rel. Thomas J. Miller, Attorney General of Iowa ("Attorney General"), by Assistant Attorney General J. Andrew Cederdahl, enters into this Assurance of Voluntary Compliance ("Assurance") with Psychic Medium Allison Campbell, LLC ("PMAC") and Allison Campbell (collectively "Respondents") relating to alleged conduct and representations by Respondents in connection with the advertisement, sale and provision of purported psychic medium services under the Iowa Consumer Fraud Act, Iowa Code Section 714.16 ("CFA"), as well as conduct implicating the Iowa Door-to-Door Sales Act, Iowa Code Section 555A ("DTDSA").

1. Thomas J. Miller is the duly elected Attorney General of Iowa. The Attorney General is expressly authorized pursuant to Iowa Code Section 714.16(7) to bring a civil action to enforce the CFA.
2. Respondent PMAC is an Iowa limited liability company with a business address in Altoona, Iowa.
3. Respondent Allison Campbell is sole member and owner of Respondent PMAC.
4. As used in this Assurance, the term "Respondents" means Psychic Medium Allison Campbell, LLC and Allison Campbell in her personal and corporate capacities, as well as their employees, independent contractors, successors, principals, partners, members, agents, representatives, subsidiaries, assigns, parent or controlling entities, and all other



persons or entities acting in concert or participating with one or more Respondents who have actual or constructive knowledge of this Assurance.

## **I. BACKGROUND & ALLEGATIONS**

5. Respondents solicit Iowa consumers to buy, and do purportedly provide, “psychic medium” services. Additionally, Respondents purported to provide “healing work,” including “distance healing work.”
6. The Attorney General alleges that Respondents violated the CFA by engaging in fraudulent, deceptive, misleading and unfair conduct and practices in connection with the sale, advertisement and provision of above-referenced services, and lacked required legal substantiation, as follows:
  - a. Seeking people “to practice [Ms. Campbell’s alleged] healing on,” including people “with at least one (1) physical illness or injury that they would like worked on. We may work on more than one, but one is the starting point,” despite not being competent to opine on physical illnesses and injuries or to render an accurate opinion regarding same that should be relied upon;
  - b. Soliciting consumers to purchase services that could “help you research your grief and bring new knowledge to help you move forward,” despite not being competent to opine on mental health disorders or struggles or to render an accurate opinion regarding same that should be relied upon;
  - c. Discussing physical injuries of clients, such as a back injury, despite not being competent to opine on such diagnoses or to render an accurate opinion regarding same that should be relied upon; and

- d. Failing to comport with the requirements of the DTDSA, which is designed to protect consumers from high-pressure sales. Violations of the DTDSA are deemed violations of the CFA.
- 7. The Respondents unequivocally deny all allegations made by the Attorney General in this matter, and deny that they engaged in acts or practices that violated either the CFA, DTDSA, or any other law. This Assurance is not an admission by Respondents that they violated any law, including, but not limited to the CFA or DTDSA.
- 8. This Assurance is executed as a compromise resolution of claims being considered by the Consumer Protection Division of the Iowa Attorney General. The Respondents understand and acknowledge that this Assurance is binding between them and the Consumer Protection Division of the Iowa Attorney General's Office. The Respondents understand and acknowledge that this Assurance is not binding between them and other state regulatory agencies or law enforcement entities, or any other parties.

## **II. RESOLUTION & TERMS**

- 9. Respondents agree as follows:
  - a. Respondents shall not advertise, solicit, or sell products or services to Iowa consumers or from any Iowa location, which purport to diagnose, opine on, "heal," "cure," "treat," prevent, mitigate, address or impact one's overall health, any physical health problem or any mental health problem.
    - i. For purposes of this Assurance, "any physical health problem" includes any disease, disorder, or illness that manifests in physical ways and



which is capable of diagnosis by a medical doctor. It shall include, but is not limited to, cancer of any sort.

- ii. For purposes of this Assurance, “any mental health problem” includes any disorder that affects mood, thinking or behavior and is capable of diagnosis by a psychiatrist or psychologist.
- b. If at any time Respondents know, are informed, or gain knowledge or evidence that Respondents should reasonably know, that a client is experiencing any physical health problem or any mental health problem for which they are seeking assistance from Respondents (or are asking Respondent to opine on or otherwise address), Respondents shall immediately inform the client that the client should seek competent and licensed professional assistance regarding the client’s alleged physical health problem or mental health problem. Respondents shall make no statements directly, by implication, or by omission in the context of a dialogue where an omission by Respondents suggests acquiescence, that Respondents are licensed or competent to address physical health problem(s) or mental health problem(s). Immediately informing each respective client to whom this provision is applicable that the client should seek competent help from a professional shall not be a violation of this Assurance, as long as Respondents do not provide any additional purported direction, information or insight that would violate the Assurance.
- c. Respondents shall permanently cease using the likeness of Russell “Craig” Courtney in all advertising and marketing materials in any way related to the Respondents’ activities.



- d. Respondents shall comport with the requirements of the DTDSA.
- e. To the extent Respondents re-offer subscription memberships entitling members to discounts on services, or any other arrangement subject to the requirements of the Iowa Buying Club Memberships Law, Iowa Code Section 552A ("BCM"), Respondents shall comport with all requirements of the BCM, including as applicable Iowa Code section 552A.3.
- f. Respondents shall not violate the Iowa Consumer Fraud Act, Iowa Code Section 714.16, and, without limiting the foregoing:
  - i. Respondents shall not, in connection with the advertising, sale or provision of any product or service, make any representation about the medical efficacy or health-related benefits of the product or service unless competent and reliable scientific evidence substantiates the representation at the time it is made. "Competent and reliable scientific evidence" shall mean tests, analyses, research, studies, or other evidence based upon the expertise of professionals in the relevant area, that have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results; and
  - ii. Respondents shall ensure that their use of testimonials or endorsements, including social media, complies with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 CFR Part 255. It is an express violation of this Assurance for the Respondents to promote, publicize, or otherwise use



a testimonial or endorsement referencing any physical health problem or any mental health problem in any advertisement or solicitation activity.

- g. Respondents shall not participate in any activity to use, form or proceed as a separate entity, trust or corporation for the purpose of engaging in, or benefitting from, acts from within any Iowa location or directed at Iowa consumers that are prohibited by this Assurance, or for any other purpose which circumvents any part of this Assurance.

- 10. Respondents shall pay to the State of Iowa the sum of \$2,000.00 within twelve (12) months of the Effective Date of this Assurance. The Attorney General shall deposit that sum in the Consumer Education and Litigation Fund established by Iowa Code Section 714.16C for use in accordance with that statute.
- 11. Respondents are jointly and severally liable for the sum of \$2,000.00 required by this Assurance.
- 12. Respondents shall comply with all requests from the Attorney General relating to compliance with this Assurance within fourteen days (14) of such request.
- 13. Any violation by Respondents of any term or requirement of this Assurance, in addition to whatever other legal remedies may be available, shall constitute a violation of the CFA, and each such violation by one or more Respondents, if established by a preponderance of the evidence in an enforcement action by the Attorney General, gives rise to all of the remedies provided in the CFA.
- 14. Nothing contained in this Assurance shall be construed to waive any individual right of action by a consumer or a local, state, federal or other governmental entity.

15. Nothing herein diminishes the requirements, duties, obligations or power set forth in the CFA.
16. In the event that any term, provision, or section of this Assurance is determined to be illegal or unenforceable, such determination will have no effect on the remaining terms, provisions, and sections of this Assurance, which will continue in full force and effect.
17. Respondents consent to the jurisdiction and venue of the Polk County Iowa District Court in the event the Attorney General alleges a violation of this Assurance.
18. The Attorney General's execution of this Assurance constitutes a settlement and a release of the Respondents from any and all liability for conduct described above in Paragraphs 6 that (i) occurred prior to the Effective Date of this Assurance; and (ii) would violate the CFA, DTDSA or BCM; provided, the Attorney General may seek to enforce violations of this Assurance.
19. The Effective Date of this Assurance is the date of the last signature below.
20. The undersigned have authority to consent and sign on behalf of Respondents and the Attorney General and hereby consent to the form and contents of this Assurance.

*[Signature page to follow]*



Date: 12/6/2022

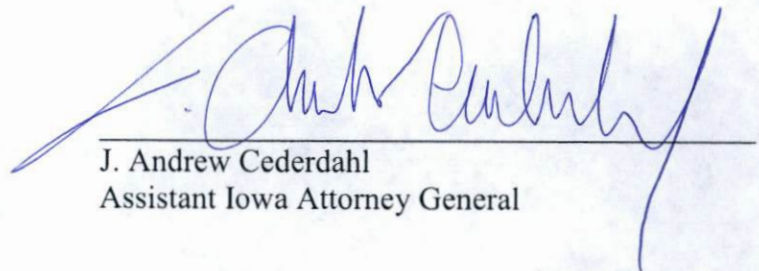
For Psychic Medium Allison Campbell, LLC

Allison N Campbell  
By Allison Campbell

Date: 12/6/2022

Allison N Campbell  
Allison Campbell, in her personal capacity

Date: 12/6/2022

  
J. Andrew Cederdahl  
Assistant Iowa Attorney General